

[OPTION 1 – SHAREHOLDER IS AN INDIVIDUAL AND IS TRANSFERRING SHARES]

The Directors
[NAME OF COMPANY] Limited
[COMPANY ADDRESS]

[DATE]

Dear Sirs

[NAME OF COMPANY]

Indemnity

1. I am the holder of [£1.00]

[NAME OF COMPANY] shares of

2. The original certificate has been lost or destroyed.

(date) has been

3. I warrant that I am the only person entitled to be registered as the holder of the Shares.

(a)

entitled to be registered as the holder of the

(b)

I have not received either the original certificate or a duplicate.

4. I request that you issue a duplicate certificate in accordance with the provisions of the Companies Act 2006.

of the Shares and the duplicate certificate is to be issued to the

5. In consideration of the issue of the duplicate certificate, I agree to indemnify and hold the Company harmless from and against all claims, damages, losses, costs and expenses (including reasonable legal fees) which the Company may incur in connection with the issue of the duplicate certificate.

referred to in paragraph 5 above against all other persons and in respect of the loss of or in connection with the original certificate referred to in paragraph 2 above.

6. If I subscribe for new Shares, I agree to indemnify and hold the Company harmless from and against all claims, damages, losses, costs and expenses (including reasonable legal fees) which the Company may incur in connection with the issue of the duplicate certificate.

This indemnity shall be in full and exclusive satisfaction of all claims, damages, losses, costs and expenses (including reasonable legal fees) which the Company may incur in connection with the issue of the duplicate certificate.

7. This indemnity and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by English law.

In witness whereof this indemnity has been executed as a Deed and delivered on the date stated above.

Executed as a Deed by)
[NAME OF INDIVIDUAL] in the presence of) _____

Witness Signature

Witness Name

Witness Address

Witness Occupa



[OPTION 2 – SHAREHOLDER IS A COMPANY AND IS TRANSFERRING SHARES]

The Directors
[NAME OF COMPANY] Limited
[COMPANY ADDRESS]

[DATE]

Dear Sirs

[NAME OF COMPANY]

Indemnity

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3. The Sha
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Company that:
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6. If it is subsequently found, the Shareholder undertakes to deliver the Certificate to the Company. This indemnity will remain in force and effect notwithstanding the subsequent delivery of Certificate to the Company.

7. This indemnity and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by English law.

In witness whereof this indemnity has been executed as a Deed and delivered on the date stated above.

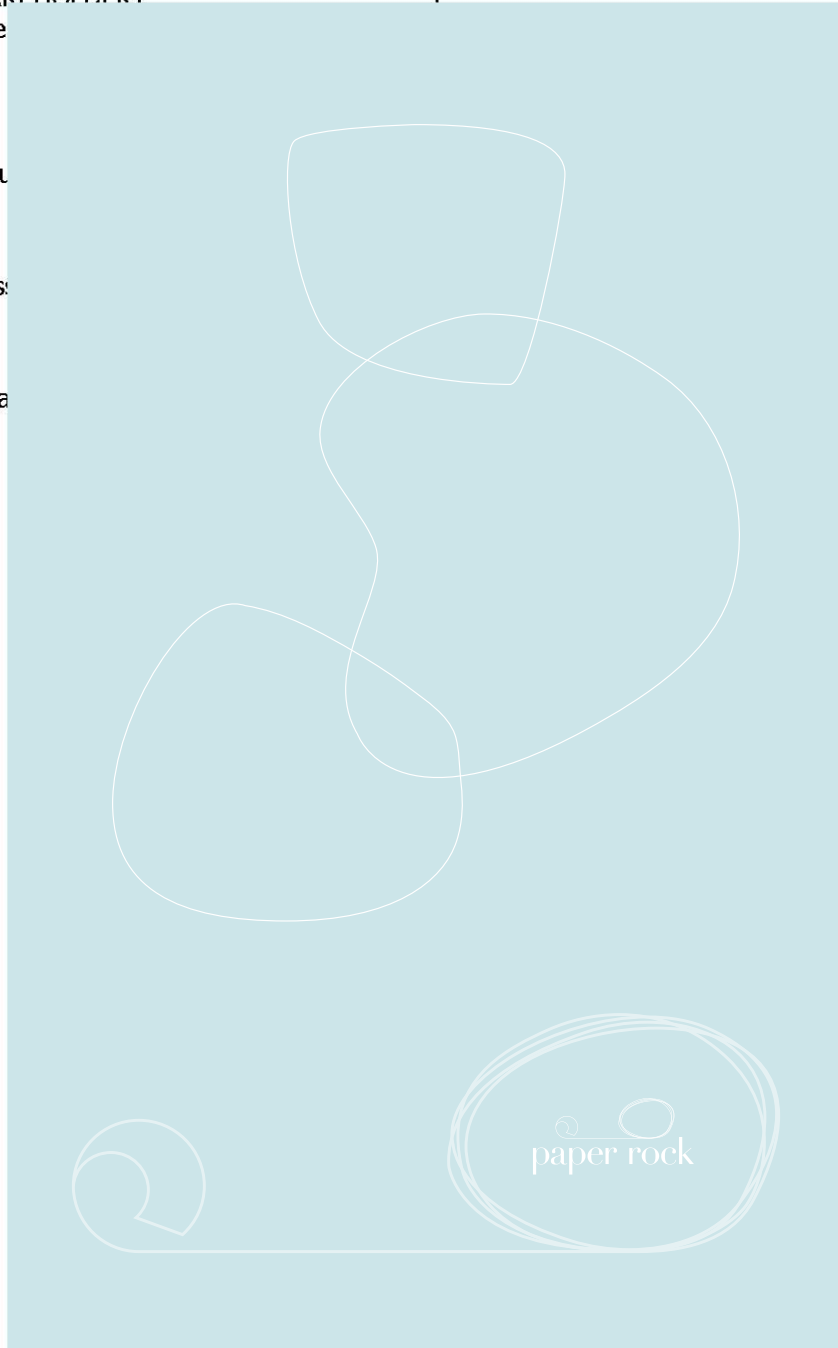
Executed as a Deed by)
[NAME OF SHAREHOLDER])
acting by a director _____

Witness Signature

Witness Name

Witness Address

Witness Occupation



[OPTION 3 – SHAREHOLDER IS AN INDIVIDUAL AND IS NOT TRANSFERRING SHARES BUT ASKING FOR A DUPLICATE CERTIFICATE]

The Directors
[NAME OF COMPANY] Limited
[COMPANY ADDRESS]

[DATE]

Dear Sirs

[NAME OF COMPANY]

Company

1. I am the holder of [£1.00]

[Number] shares of

2. The original certificate has been lost or destroyed

(Certificate) has been

3. I warrant that I am entitled to be registered as the holder of the

(a)

entitled to be registered as the holder of the

(b)

of or for the shares or the

4. I request that you issue a duplicate certificate for [SET OUT THE NUMBER OF SHARES]

certificate for

5. In consideration of the indemnity, costs and expenses (including direct and indirect expenses) incurred by any director in issuing a duplicate certificate

hereby agree to indemnify me, my costs and expenses but excluding those incurred by any director in issuing a duplicate

6. If I submit this indemnity Certificate to the Company.

This indemnity Certificate

7. This indemnity and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by English law.

In witness whereof this indemnity has been executed as a Deed and delivered on the date stated above.

Executed as a Deed by)
[NAME OF INDIVIDUAL] in the presence of) _____

Witness Signature

Witness Name

Witness Address

Witness Occupa



[OPTION 4 – SHAREHOLDER IS A COMPANY AND IS NOT TRANSFERRING SHARES BUT ASKING FOR A DUPLICATE CERTIFICATE]

The Directors
[NAME OF COMPANY] Limited
[COMPANY ADDRESS]

[DATE]

Dear Sirs

[NAME OF COMPANY]

Indemnity

1. [NAME of Shareholder]
beneficial owner of the Shares
Company

and legal and beneficial owner of the Shares

2. The original Certificate

is (the Certificate)

3. The Shareholder
(a)

declares that:

(b)

he/she has not disposed of the Shares or the Certificate

4. The Shareholder's current address

is the address to which the Certificate should be sent

[SET OUT THE DETAILS OF THE SHARES]

5. In consideration of the issue of the Shares, the Shareholder agrees to indemnify the Company against all losses, costs and expenses (including professional costs and expenses) suffered or incurred by the Company in connection with the issue of the Shares, the loss of the Certificate and the issue of a duplicate Certificate.

the Shares, the loss of the Certificate and the issue of a duplicate Certificate, the Company shall be indemnified against all liabilities, costs and expenses (including professional costs and expenses) suffered or incurred by the Company in connection with the issue of the Shares, the loss of the Certificate and the issue of a duplicate Certificate.

6. If it is subsequently found, the Shareholder undertakes to deliver the Certificate to the Company. This indemnity will remain in force and effect notwithstanding the subsequent delivery of Certificate to the Company.

7. This indemnity and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by English law.



In witness whereof this indemnity has been executed as a Deed and delivered on the date stated above.

Executed as a Deed by)
[NAME OF SHAREHOLDER])
acting by a director in the presence of)

Director

Witness Signatu

Witness Name

Witness Address

Witness Occupa

